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August 24, 1988

RECORDATION NO. 15644-E
FMS 1125

AUG 30 1988 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section §11303(a) of Title 49 of the United States Code and the rules and regulations thereunder are three (3) executed copies of a Second Amendment to Security Agreement dated as of August 19, 1988.

The amendment is to a Security Agreement dated as of May 19, 1988 by and between Helm Financial Corporation and Westinghouse Credit Corporation recorded at ICC recordation number 15644.

A general description of the additional railroad equipment covered by by the enclosed document is:

<u>DESIGNATION</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>CAR NUMBERS</u>
HT	100 ton, 3418 cubic foot, triple pocket, open top hopper cars. Remanufactured (Rule 88) by Bethlehem Steel Freight Car Division, 1988	50	TWRY 10,001 - 10,003, inclusive, and TWRY 10,078 - 10,124 inclusive
	100 ton, 3,433 cubic foot, capacity, open top hopper cars built in 1978 by The Chessie Corporation	50	HLMX 7200 - 7206, inclusive HLMX 7208-7224, inclusive HLMX 7226-7228 inclusive HLMX 7230-7232, inclusive HLMX 7534-7537, inclusive HLMX 7539, inclusive HLMX 7541-7543, inclusive HLMX 7545-7549, inclusive HLMX 7551-7557, inclusive

The names and addresses of the parties to the enclosed documents are:

First Amendment to Security Agreement dated as of August 19, 1988.

DEBTOR: Helm Financial Corporation
One Embarcadero Center
Suite 3320
San Francisco, CA 94111

SECURED PARTY: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, PA 15219

A fee of \$_____ is enclosed. Please return the originals and any copies not needed by the Commission for recordation to me.

A short summary of the document to appear in the Index follows:

First Amendment to Security Agreement between Helm Financial Corporation, debtor, One Embarcadero Center, Suite 3320, San Francisco, CA 94111 and Westinghouse Credit Corporation, secured party, One Oxford Centre, Pittsburgh, PA 15219, dated as of August 19, 1988, and covering 50 railroad cars, numbered HLMX 7200-7206, inclusive, HLMX 7208-7224, inclusive, HLMX 7226-7228, inclusive, HLMX 7230-7232, inclusive, HLMX 7534-7537, inclusive, HLMX 7539, HLMX 7541-7543, inclusive, HLMX 7545-7549, inclusive, HLMX 7551-7557, inclusive and 50 remanufactured railroad cars, numbered TWRY 10,001-10,003, inclusive and TWRY 10,078-10,124, inclusive..

You are hereby authorized to deliver any executed copies of the Security Agreement not needed by the Commission, with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin, who is delivering this letter and said enclosures to you.

MCCANN, GARLAND, RIDALL & BURKE

By *McCann Garland Ridall & Burke*

Enclosure

07LT27/70

AUG 30 1988 - 11 15 AM

Second Amendment To Security Agreement INTERSTATE COMMERCE COMMISSION

The First Amendment is made as of this 19th day of August, 1988, by and between Helm Financial Corporation, a California corporation ("Borrower") and Westinghouse Credit Corporation, a Delaware corporation ("WCC").

WHEREAS, on April 29, 1988, Borrower and WCC entered into a Security Agreement ("Security Agreement") under which WCC made available to Borrower a loan in the amount of \$3,363,220.00. The above described indebtedness was secured by a continuing security interest in certain of Borrower's Equipment, Lease Agreements, Purchase Order with Bethlehem, RMI Agreement and proceeds, all as defined in the Security Agreement, and was evidenced by Secured Note ("Promissory Note") in the face amount of \$3,363,220.00.

WHEREAS, as of May 10, 1988 WCC and Helm entered into a First Amendment to the Security Agreement.

WHEREAS, Borrower and WCC have agreed to amend the Security Agreement as further set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound, the parties hereto agree as follows:

1. Schedule A to the Security Agreement is hereby amended by including as additional Equipment the equipment set forth in Exhibit 1 attached hereto. The original Equipment designated in Schedule A to the Security Agreement shall remain as Equipment and Collateral pursuant to the terms of the Security Agreement.

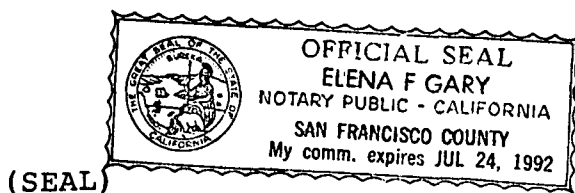
2. All terms used in this Second Amendment defined in the Security Agreement shall have the meanings set forth therein except as otherwise specified hereunder.

3. Except as otherwise specifically set forth herein, all other terms of the Promissory Note, all other terms of the Security Agreement, and other loan documents referenced therein, including, but not limited to, the Collateral Assignment of Leases, shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, this Second Amendment is duly executed as of the date and year set forth above by the undersigned duly authorized representatives of Borrower and WCC.

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS.

On this 19th day of August, 1988, before me, personally appeared William M. Peterson, to me personally known, who being by me duly sworn, says that he is a Executive Vice President of Helm Financial Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Elena F. Gary
Notary Public

STATE OF Pennsylvania)
)
COUNTY OF Allegheny) SS.

On this 23rd day of August, 1988, before me, personally appeared William A. Orr to me personally known, who being by me duly sworn, says that he is a Inv. Investment Manager of Westinghouse Credit Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Joann B. Klingler
Notary Public
JOANN B. KLINGLER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 6, 1991
Member, Pennsylvania Association of Notaries

0746/P

Schedule 1

Description of Equipment

Fifty (50) 100-ton, cubic foot, triple pocket, open top hopper cars, remanufactured (Rule 88) by Bethlehem Steel Freight Car Division, 1988, as further described below:

NEW REPORTING MARK #	NEW CAR NUMB.	REPORTING MARK	OLD ROAD NUMBER
=====	=====	=====	=====
TWRY	10001	CO	87717
TWRY	10002	CO	87558
TWRY	10003	CO	87392
TWRY	10078	CO	87009
TWRY	10079	CO	87777
TWRY	10080	CO	87965
TWRY	10081	CO	87464
TWRY	10082	CO	87689
TWRY	10083	CO	87229
TWRY	10084	CO	87115
TWRY	10085	CO	87666
TWRY	10086	CO	87243
TWRY	10087	CO	87720
TWRY	10088	CO	87655
TWRY	10089	CO	87930
TWRY	10090	CO	87055
TWRY	10091	CO	87993
TWRY	10092	CO	87335
TWRY	10093	CO	87696
TWRY	10094	CO	87520
TWRY	10095	CO	87349
TWRY	10096	CO	87642
TWRY	10097	CO	87202
TWRY	10098	CO	87145
TWRY	10099	CO	87546
TWRY	10100	CO	87713
TWRY	10101	CO	87698
TWRY	10102	CO	87056
TWRY	10103	CO	87034

NEW REPORTING MARK #	NEW CAR NUMB.	REPORTING MARK	OLD ROAD NUMBER
TWRY	10104	CO	87963
TWRY	10105	CO	87460
TWRY	10106	CO	87519
TWRY	10107	CO	87164
TWRY	10108	CO	87860
TWRY	10109	CO	87074
TWRY	10110	CO	87942
TWRY	10111	CO	87637
TWRY	10112	CO	87772
TWRY	10113	CO	87817
TWRY	10114	CO	87446
TWRY	10115	CO	87736
TWRY	10116	CO	87688
TWRY	10117	CO	87518
TWRY	10118	CO	87910
TWRY	10119	CO	87750
TWRY	10120	CO	87078
TWRY	10121	CO	87541
TWRY	10122	CO	87209
TWRY	10123	CO	87418
TWRY	10124	CO	87089

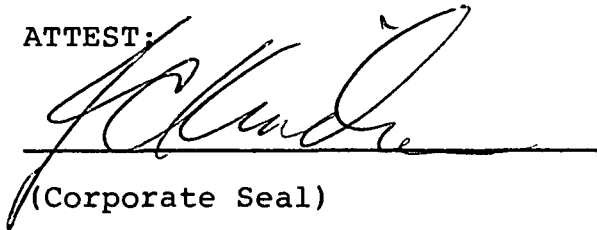
Schedule 1

Description of Equipment - (continued)

Fifty (50) 100-ton, 3,433-cubic-foot capacity, open top hopper cars built in 1978 by The Chessie Corporation, as further described below:

NEW ROAD NUMBER		OLD ROAD NUMBER	
HLMX	7200	UMP	7200
HLMX	7201	UMP	7201
HLMX	7202	UMP	7202
HLMX	7203	UMP	7203
HLMX	7204	UMP	7204
HLMX	7205	UMP	7205
HLMX	7206	UMP	7206
HLMX	7208	UMP	7208
HLMX	7209	UMP	7209
HLMX	7210	UMP	7210
HLMX	7211	UMP	7211
HLMX	7212	UMP	7212
HLMX	7213	UMP	7213
HLMX	7214	UMP	7214
HLMX	7215	UMP	7215
HLMX	7216	UMP	7216
HLMX	7217	UMP	7217
HLMX	7218	UMP	7218
HLMX	7219	UMP	7219
HLMX	7220	UMP	7220
HLMX	7221	UMP	7221
HLMX	7222	UMP	7222
HLMX	7223	UMP	7223
HLMX	7224	UMP	7224
HLMX	7226	UMP	7226
HLMX	7227	UMP	7227
HLMX	7228	UMP	7228
HLMX	7230	UMP	7230
HLMX	7231	UMP	7231
HLMX	7232	UMP	7232
HLMX	7534	UMP	7534
HLMX	7535	UMP	7535
HLMX	7536	UMP	7536
HLMX	7537	UMP	7537
HLMX	7539	UMP	7539
HLMX	7541	UMP	7541
HLMX	7542	UMP	7542
HLMX	7543	UMP	7543
HLMX	7545	UMP	7545
HLMX	7546	UMP	7546
HLMX	7547	UMP	7547
HLMX	7548	UMP	7548
HLMX	7549	UMP	7549
HLMX	7551	UMP	7551
HLMX	7552	UMP	7552
HLMX	7553	UMP	7553
HLMX	7554	UMP	7554
HLMX	7555	UMP	7555
HLMX	7556	UMP	7556
HLMX	7557	UMP	7557

ATTEST:


(Corporate Seal)

ATTEST:

(Corporate Seal)

0746/P

HELM FINANCIAL CORPORATION

By: 

Name: William M. Peterson

Date: 8-19-88

WESTINGHOUSE CREDIT CORPORATION

By: 

Name: William A. Orr

Date: 8-23-88